

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O'Charley's Management Company, LLC		12/31/2021	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association, as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
Internal Address:	MD 109047		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5339753	O'CHARLEY'S KITCHEN AND BAR	
Registration Number:	5339707	O'CHARLEY'S KITCHEN AND BAR	
Registration Number:	4945965	THE \$9.99ER	
Registration Number:	5223878	PRIME RIB LOVERS' WEEKEND FOR TWO	
Registration Number:	4945967	PRIME RIB LOVERS' WEEKEND FOR TWO	
Registration Number:	4392020	O'CHARLEY'S	
Registration Number:	4110363	LUNCH EXPRESS	
Registration Number:	1788688	O'CHARLEY'S	
Registration Number:	1789555	O'CHARLEY'S	
Registration Number:	1338554	O'CHARLEYS	
Registration Number:	5355589	THE \$9.99ER	
Serial Number:	97048799	BUTCHER BLOCK FAVORITES	
Serial Number:	97048798	UNDERGROUND CHUCK'S	
Serial Number:	97048801	BUTCHER BLOCK FAVORITES	
Serial Number:	90808077	COOP & RUN	
Serial Number:	90808073	DOCKSIDE CHARLIE'S	
CORRESPONDENCE DATA			

CH \$415.00 5339753

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	12/31/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Fifth Third Bank, National Association (“Fifth Third”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 31, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the other Loan Parties party thereto, the Lenders from time to time party thereto and Fifth Third, as Administrative Agent for the Lenders and the other Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of December 21, 2018 in favor of the Administrative Agent (as amended by that certain Amendment and Joinder Agreement dated as of the date hereof, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

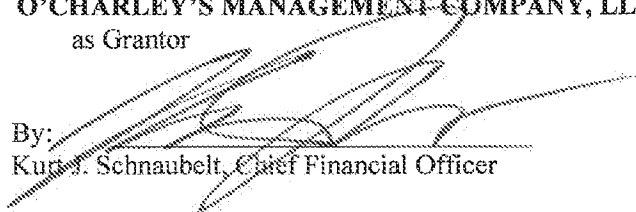
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

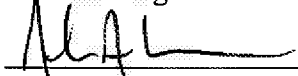
Very truly yours,

O'CHARLEY'S MANAGEMENT COMPANY, LLC
as Grantor

By: 
Kurt J. Schnaubelt, Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Administrative Agent


By: 
Name: John A. Marian
Title: SVP

Signature Page to Trademark Security Agreement

Schedule I
to
Trademark Security Agreement

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	App. Date	Reg. No.	Reg. Date	Owner
	4/26/17	5339753	11/21/17	O'Charley's Management Company, LLC
O'CHARLEY'S KITCHEN AND BAR	4/26/17	5339707	11/21/17	O'Charley's Management Company, LLC
THE \$9.99ER	9/15/15	4945965	4/26/16	O'Charley's Management Company, LLC
PRIME RIB LOVERS' WEEKEND FOR TWO	9/15/15	5223878	6/13/17	O'Charley's Management Company, LLC
PRIME RIB LOVERS' WEEKEND FOR TWO	9/15/15	4945967	4/26/16	O'Charley's Management Company, LLC
THE \$9.99ER	9/15/15	4945965	4/26/16	O'Charley's Management Company, LLC
	1/18/13	4392020	8/27/13	O'Charley's Management Company, LLC
LUNCH EXPRESS	7/6/10	4110363	3/6/12	O'Charley's Management Company, LLC
O'CHARLEY'S	1/7/93	1788688	8/17/93	O'Charley's Management Company, LLC
O'CHARLEY'S	1/7/93	1789555	8/24/93	O'Charley's Management Company, LLC
	11/19/84	1338554	5/28/85	O'Charley's Management Company, LLC
THE \$9.99ER	09/15/15	5355589	12/12/17	O'Charley's Management Company, LLC

B. TRADEMARK APPLICATIONS

Mark	App. No.	App. Date	Owner
BUTCHER BLOCK FAVORITES	97048799	9/28/2021	O'Charley's Management Company, LLC
UNDERGROUND CHUCK'S	97048798	9/28/2021	O'Charley's Management Company, LLC
BUTCHER BLOCK FAVORITES	97048801	9/28/2021	O'Charley's Management Company, LLC
COOP & RUN	90808077	7/2/2021	O'Charley's Management Company, LLC
DOCKSIDE CHARLIE'S	90808073	7/2/2021	O'Charley's Management Company, LLC

C. IP LICENSES

None.